



**TERMS AND CONDITIONS FOR RENTAL OF THE EARL CAMERON THEATRE
AND CITY HALL FOYER**

Effective Date: January 2019

Please Read Entire Document Prior To Signing

1. RENTAL FEES

Rental Fees:	Normal Rate	Registered Charity
Full Day (4 hours or more)	\$1,105	\$685
Half Day (less than 4 hours)	\$790	\$580
Minimum Day Charge	\$220	
Rehearsal Rate	\$115 per hour (2 hours minimum)	
Use of Smoke/Fog	\$150	
Box Office	\$15 per day (with rental of Theatre)	
	\$25 per day (without rental of Theatre)	
Foyer Only	\$65 per day (displays only) (Monday – Friday; 9am – 5pm)	Free (displays only) (Monday – Friday; 9am – 5pm)
	\$160 per hour (evenings and weekends)	
Security	\$30 per hour per person	
Deposit (non-refundable)	50% of Total Rental (excluding security fees)	

- 1.1 Rental Fees: Full payment of rental fees is due prior to first booking date. Any balance, if any, thereafter the function will be invoiced 30 days after the last day of the booking.
- 1.2 Minimum Day Charge: To be charged for days booked during booking periods without the use of the theatre.
- 1.3 Rehearsal Rate: Rehearsals must be 2 hours minimum. Note that props/set items are restricted to behind the curtain; otherwise full day rental fees will be incurred. Any rehearsals with an audience will be treated as a performance day and will be charged at the Full Date Rate.
- 1.4 Use of Smoke/Fog: For intended use of smoke or fog in the theatre, renter must request to have alarms deactivated.
- 1.5 Box Office: May be used with or without the rental of the theatre but is complementary on performance days of theatre rentals. Phone number: (441) 292-2313
- 1.6 Foyer only: The City does not permit the use of the foyer for functions that are unrelated to either theatre bookings, or functions hosted by the BNG and BSOA during normal business hours. Only displays are permitted in the foyer during business hours, upon approval.
- 1.7 Security: The Event Project Manager will hire G.E.T. Security to be on duty whenever the theatre or foyer is in use, to facilitate access.

Initials ____

- 1.8 Deposit: The non-refundable deposit is due upon submission of application. The deposit is 50% of the total calculated rental and does not include security charges

2. PROCEDURES

- 2.1 Upon request, the Event Project Manager will ascertain the availability of the theatre for the requested dates.
- 2.2 If the theatre is available for the dates requested; the user must complete this application form, and submit together with the non-refundable booking deposit, to the City at the earliest possible time.
- 2.3 **No booking will be confirmed until all items in Nos. 2.2 (above) have been received by the City. Any organization with an outstanding balance with the City will not be given a confirmed booking until the balance has been paid. Written notification will be supplied by the City upon confirmation. Further, any organization that has a booking, together but whose account goes into arrears, will have the booking withdrawn.**
- 2.4 Due to an exceptionally heavy demand for bookings, theatre renters are restricted to booking the City Hall Theatre for a rehearsal period that cannot be longer than the production period, to a maximum of 10 days prior to the actual show dates. **Set building in the theatre prior is strictly prohibited.**
- 2.5 Additional charges, if any, will be billed at the end of the month or the end of the booking, whichever is later.
- 2.6 Any changes to your booking after approval and confirmation from the Event Project Manager must be submitted in writing and are not confirmed until the client has received a written confirmation from the Event Project Manager. Additional charges may be incurred depending on the nature of the changes.

3. POSTPONEMENTS & CANCELLATIONS

- 3.1 Deposits will be refunded if a theatre booking is cancelled up to 3 months prior to the scheduled dates. Any cancellations made within 3 months of the scheduled dates, the client will forfeit the deposit to the City.
- 3.2 If a decision is made 2 months prior to the scheduled date to postpone a booking, and the booking is re-scheduled within a 6-month period, the deposit may be credited toward the rescheduled booking.

4. THEATRE FIXTURES, FACILITIES & DOCUMENTS

- 4.1 Lighting Equipment: The theatre is equipped with basic theatre lighting that should be adequate for most shows. The lighting is controlled by a Colortran Encore 48/96 console, with 192 dimmers. A full equipment list can be obtained from the Event Project Manager.
- 4.2 Audio Equipment: There is a basic audio system including a hearing impaired loop installed into the Theatre for use under the direction of the Theatre Technician. Renters may add to the system or choose to use their own system at their discretion. A full equipment list can be obtained from the Events Project Manager.

- 4.3 **Technical Staff:** The City does not have any contracted technical theatre staff; however, we do have a regular Theatre Technician, John Waddell of Ad Hoc Systems that we recommend for audio visual support. He can be contacted at 534-8965 or 293-4146 or john@ad-hoc-systems.com. The theatre renter is not obligated to use any one person or company offering technical services; however, the renter must inform the Event Project Manager of the technical person/company, so they may gain access to the technical booth.
- 4.4 **Dressing Rooms:** There are men's and women's dressing rooms with toilet and shower facilities available.
- 4.5 **Mayor's Box:** The Mayor's Box is for the use of the Mayor, City of Hamilton Board, City Management and their guests as a priority. The Mayor's Box is a privilege to City board members and staff and does not require tickets. If it is not already booked, requests for use of the Mayor's Box will only be accepted by the Event Project Manager from theatre renters two weeks prior to the production date. The Mayor's Box may only be used for invited guests or patrons, it should not be sold. The facility will be secured by the on-site security guard and will not be available without advanced booking approval. No food or beverages are provided, and the Mayor's Box must be left in a tidy condition.
- 4.6 House Manager Guidelines, Technical Equipment List, Lighting plans, Stage plans, Seating Chart, and Music Licensing information are available upon request.
- 4.7 For reproduced music, both live and recorded, a Music License is required. The renter must contact the PRS for Music and arrange to obtain a license directly with the company. Contact information for PRS for Music is 1-877-457-0079, bermuda@prsformusic.com or <http://www.prsformusic.com/bermuda>

5. **RESPONSIBILITY OF RENTERS**

5.1 **Fire Regulations and Safety Issues:**

- 5.1.1 House Managers and Ushers will be expected to act as marshals in case of emergency.
- 5.1.2 The maximum auditorium capacity is 378. If additional seating is brought into the auditorium, the performance will be shut down.
- 5.1.3 At no time can the aisles or exit doors be blocked by chairs, equipment, staging or people.
- 5.1.4 Patrons who bring children – regardless of the age of the child – must purchase a seat for that child, even if the child sits in the lap of the adult. This is to prevent the maximum capacity of the auditorium from being exceeded.
- 5.1.5 Any use of pyrotechnics, firearms or special effects must accompany a permit and provide a copy to the City.
- 5.1.6 For the use of smoke or fog an additional outside charge will be incurred for the time of disabling and re-enabling the fire alarm. Only City Hall authorized fire marshall persons may perform this task.

5.2 **Stage Sets**

- 5.2.1 No building or painting of stage sets (other than final touch-ups) is permitted in the theatre.

- 5.2.2 Screws, nails, staples, etc., must not be used to secure scenery to the stage floor, stage front, or proscenium arch. Any damage caused by the renter from stage sets to the theatre will be billed after final assessment.
- 5.2.3 The renter will be charged for the cost of any repairs, painting or heavy cleaning after a booking is over.
- 5.2.4 All sets, equipment and costumes (whether rented or owned by the renter) must be removed from the theatre by no later than noon of the day following the final performance.
- 5.2.5 The City reserves the right to dispose of everything left in the theatre after the booking is over.

5.3 Prohibited Behaviors

- 5.3.1 No food or beverages may be consumed at any time in the auditorium, on the stage or backstage. This applies to cast, crew and audience members.
- 5.3.2 Absolutely no smoking is permitted anywhere in the City Hall Building, including on the front portico.
- 5.3.3 The Corporation does not permit helium-filled balloons to be given away, sold or used in any decorative manner on or in any City street, sidewalk, park or any other Corporation property.

5.4 Security

- 5.4.1 All doors leading into City Hall are locked after business hours. (Exception: the front door is open when a show is on). During rehearsals or set up access is preferable through the back kitchen door only and only one security guard is required. When the theatre is being used for shows at least two guards are required. CCTV cameras are installed at each entrance/exit but do not cover the car parks.
- 5.4.2 The door leading from the dressing rooms up to the back car park must be locked from the inside at all times. Failure to keep the door locked may result in unauthorized persons entering the dressing rooms, and possible theft or damage. Cast and crew should enter the theatre through the front door, or the back door leading to the kitchen by prior arrangement.
- 5.4.3 The City is not responsible for any items brought into the theatre by users or anything that may go missing from the City Hall premises.
- 5.4.4 There is a room off the kitchen to store bar stock and other items, but it is not a secured room.
- 5.4.5 The Security will remain on duty until the last person is leaving the building and the time sheets have been signed. If the last person to leave fails to notify the security, the renter may be charged an hourly rate until the security has left.
- 5.4.6 All security will be booked through the Event Project Manager based on the times provided by the renter. The renter must provide their requested security times at minimum 2 weeks prior to the first booking date.

5.5 Goods and Refreshments

- 5.5.1 Caterers providing food/bar for intermissions and post-show receptions may not set up in the foyer until after 5:00 p.m. weekdays.
- 5.5.2 Bar operators must display their occasional liquor license. A copy of occasional liquor license must be submitted to the City prior to the start of the booking.
- 5.5.3 Caterers and bar operators must take steps to protect the foyer floor, which scratches easily and stains when wet. Ice coolers are NOT permitted to be placed directly onto foyer floor. Plastic must be laid underneath all coolers to prevent water damage.
- 5.5.4 The City will not sign for, or secure any items, e.g. beverages, when they are delivered. If deliveries are made and the renter is not at City Hall to sign for them, the City will refuse to accept delivery and the items will be returned. The same is true when these items are collected after the show.

5.6 **Parking**

- 5.6.1 No designated parking bays are provided for theatre users. All persons using the theatre must park in public parking areas and pay the requisite parking fee. Any vehicles that are illegally parked may be ticketed by Traffic Wardens or clamped by Parking Enforcement.
- 5.6.2 Trucks delivering sets and other supplies may unload at the scene dock entrance on the northwest corner of the theatre, or in the loading zone by the kitchen door, but must move on immediately after the unloading is completed. Time limit in the loading zone is 15 minutes.

6. **ADDITIONAL CONDITIONS PERTAINING TO FOYER ONLY**

- 6.1 **Weekdays:** If the foyer is not otherwise in use by the City, theatre renters or art galleries, consideration will be given to its use during business hours for displays only. City Hall, like all other City properties, cannot be used for any commercial purpose (e.g. corporate promotions, new product launch etc.).
- 6.2 **Weeknights:** On the occasion that approval is granted for the use of the foyer on a weeknight, no setup can start before 5:00pm.

NOTE: There will be times when the City requires the use of the theatre and/or the foyer, regardless of whether it has been rented out for that particular day or evening. This is most likely to happen when there is a City election. The City will do what it can to minimize inconvenience to a renter under these circumstances by giving notice as far in advance as possible.

THEATRE AND FOYER RENTAL INFORMATION FORM
THE COMPLETION OF THIS APPLICATION IS MANDATORY IN ORDER TO CONFIRM THE BOOKING

(Please Print Clearly or Type)

CONTACT INFORMATION:

Organization (if applicable): _____

Charity Number (if applicable): _____

Name of Applicant: _____
This is the person that the City will call if problems/queries arise

Address: _____

Mailing Address (if different): _____

Tel No. Home: _____ Work: _____ Fax: _____

E-mail: _____ Cell: _____

FUNCTION DETAILS

Total period during which theatre/foyer is required: (including rehearsals, set up and breakdown days)

From Date	To Date
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Name of Performance: _____

Please describe the nature of your production, e.g. drama, musical, dance, variety, seminar, lecture etc: .

Rehearsal Dates: _____

From Date	To Date
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Rehearsal Times: _____

From	To
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Performance Dates (evening): _____

From Date	To Date
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Performance Times (evening): _____

From	To
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Performance Dates (matinee): _____

From Date	To Date
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Performance Times (matinee): _____

From	To
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Initials ____

Note: For longer bookings a rehearsal schedule must be attached with specific dates and times in order to guarantee that the theatre will be available for use.

Intended use of smoke, fog or haze? Yes No

MUSIC

Will you be using "live" music? Yes No

Will you be using "reproduced" music? Yes No

If yes, permit # _____

If "live", will you require an orchestra pit? Yes No

If "live", how many musicians are involved? _____

STAFFING

Producer _____
Name

Tel(h) Tel(w) Cell e-mail

Director _____
Name

Tel(h) Tel(w) Cell e-mail

Technical Director (lighting/sound, etc.): _____
Name

Tel(h) Tel(w) Cell e-mail

BOX OFFICE

Will the Box Office be required in advance of the performance dates? Yes No

If "yes", please list all dates and times of operation:

Dates: _____

Times: _____

FOYER

Will you be utilizing the Foyer area? Yes No

Please give a brief description of use:

Initials ____

EARL CAMERON THEATRE AND CITY HALL FOYER RENTAL AGREEMENT

I, the undersigned, do hereby agree to the following terms and conditions of renting the Earl Cameron Theatre and City Hall Foyer.

1. I have read, understood, and agree to comply with the 'Terms and Conditions for Rental of Earl Cameron Theatre and City Hall Foyer'.

2. **I understand that the City will not confirm our theatre booking until (a) the deposit is paid in full, and (b) Rental Form and Agreement has been completed and submitted.**

3. I agree to be responsible for any and all liability that may arise as a direct result of our activity in City Hall.

4. I agree to be responsible for any damage to City Hall occasioned by our use of these facilities.

5. I undertake the responsibility for ensuring that the total amount due to the City as a result of our use of the City Hall facilities is paid in full within 30 days of receipt of an invoice at the completion of the rental period.

Print Name: _____

Signature: _____ **Date:** _____

Please mail or deliver the completed application and deposit to:

Event Project Manager
City of Hamilton
P. O. Box HM 1175
Hamilton HMEX

or

Event Project Manager
City Hall, Ground Floor
17 Church Street
Hamilton HM 11

or

Tel: 292-1234 ext. 219
Fax: 292-6918
Email: events@cityhall.bm

Office Use Only

Deposit Paid \$ _____ Method of Payment _____

APPROVED / DENIED Date: _____ Initials _____

Initials ____